

Submitted to:



City of Key West Office of the City Clerk 1300 White Street Key West, Florida 33040



City of Key West ITB #: 21-004; Key West Mooring Field Inspection/Replacement

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Section 1 Bid Forms



NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

BID FORM

T	The City of Key West
To:	I he I ity of Key West
10.	THE CITY OF IZE I WEST

Address: 1300 White Street, Key West, Florida 33040

Project Title: MOORING FIELD INSPECTIONS/REPLACEMENTS

ITB #21-004

Bidder's contact person for additional information on this BID:

Company Nan	ne: <u>Underwater</u>	Engineering Services, Inc.	
Address:	3306 Enterprise Ro	oad, Fort Pierce, Florida 34982	
Contact Name	& Telephone #:	Andrew Connelly (772)337-3116	
Email Address	aconnelly@u	esi.com / tpeterson@uesi.com	

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CERTIFICATES OF INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete each inspection within the first two (2) weeks of the month that an inspection is required. Normal Inspections will be conducted in March, July, and November of each year. However, first inspection will occur in January 2021.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$100 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default. Weather delays will be considered.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

A	D	D	E	N	D	A

The Bidder hereby acknowledges that he has received Addenda No's. ___1__, __2__, __3__, ____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

TOTAL UNIT PRICE BASE BID

<u>ITEM</u>	NO. UNITS	<u>UNITS</u>	S PER UNIT	TOTAL FOR ONE EVENT
Inspection/ Replacement of mooring system	149	ea	\$ 407.00	\$ 60,643.00
Total in Words:	Sixty thousand	d, six hund	red forty-three and	00/100 dollars
event and replacer contract will be ba three (3) year con increase to the uni Increase will be b Price Index (CPI) 12 months prior to due to storm or of requirements set for	nent of City prosed on this price tract for three of the coased on the averaged on the averaged on the renewal defer events. The parth in the bid of the formed by CON	ovided full re (lowest/re (3) inspectiontract will erage change Consumers, ate. Addition contract modument.	rig (excluding anchors sponsive bidder). Ho ons per year with the allowed on each age in the U.S. Depart as reported by the Bonal inspections may ay be extended for the sponsion of the spons	the total cost for one inspection of if necessary. The award of the owever, the City will enter into a see lowest/responsive bidder. An anniversary date of the contract. It then the contract of Commerce Consumer ureau of Labor Statistics for the be requested at the above price wo (2) year terms following the see estimated total cost of these
Diving/Inspect	ion/Replaceme	ent	\$60,643.00	
SUBCONTRACT The Bidder further	proposes that t	he followin	g subcontracting firm	ns or businesses will be awarded
subcontracts for the	e following port	ions of the v	work if the Bidder is a	awarded the Contract:
N/A_		**		
Name				
N/A Street		,	State	Zip

N/A				
Name			 	
N/A		•		
Street	City	State	Zip	
N/A				
Name		-		
N/A				
Street	City	State	Zip	**************************************
SURETY				
Lexon Insurance Company				_ whose address is
12890 Lebanon Road		, Mount Juliet	TN .	37122
Street		City	State	Zip
BIDDER				
The name of the Bidder submitting this	s Bid is			
Underwater l	Enginee	ring Services, Inc.		_ doing business at
3306 Enterprise Road		Fort Pierce	Florida	34982
Street		Fort Pierce City	State	Zip
which is the address to which all comm be sent.	unicatio	ons concerned with the	is Bid and wi	th the Contract shall
The names of the principal officers of tall persons interested in this Bid as principal persons in the persons i	the corpo	oration submitting there as follows:	is Bid, or of th	ne partnership, or of
Kenneth Griffin, President				
Andrew Connellly, Director Proje	ect Deve	elopment		
		•		
		(<u>*-</u>		

If Sole Propi	rietor or Partnership
IN WITNESS hereto the undersigned has set h	his (its) hand this n/a day of n/a 20 n/a .
n/a Signature of Bidder n/a Title	
IfC	Corporation
IN WITNESS WHEREOF the undersigned cor its seal affixed by its duly authorized officers to	rporation has caused this instrument to be executed and his <u>28th</u> day of <u>December</u> 20 20 .
(SEAL)	
Underwater Engineering Services, Inc. Name of Corporation	Title President Attest Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 3 years.

		0	9-97 NO.	
		- 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5		
 		1 0 0		
322 3				
				



CUSTOMER: URS - AECOM

PROJECT NAME: US Navy NAS Jacksonville Mulberry Marina - Pier A Timber Bridge Reconstruction

CITY/STATE: Jacksonville, Florida

CUSTOMER CONTACT: Andrew Morley PHONE: 919-461-1100 EMAIL: andrew.morley1@aecom.com

UESI PROJECT DIRECTOR: Andrew Connelly PROJECT MANAGER: Jeff O'Connor P.E. UESI PROJECT NUMBER: COM-2019328.00 PROJECT DATES: 11/27/2020 - 10/02/2020

PROJECT DESCRIPTION: UESI dive team inspected mooring field at the Navy Air Station marina. UESI dive team

replaced eight moorings. Construction Value: \$61,324.00

CUSTOMER: Florida Power & Light PLANT NAME/LOCATION: St. Lucie Plant

PROJECT NAME: FPL Replace Intake Ocean Buoy St. Lucie

STATE/COUNTRY: Florida, USA

CUSTOMER CONTACT: Vince Munne PHONE: 772-263-2847 EMAIL: vince.munne@fpl.com

UESI PROJECT MANAGER: Matt Herold UESI PROJECT NUMBER: COM2019206.29

PROJECT DATES: 08/24/2020

PROJECT DESCRIPTION: Replace ocean buoy at the Velocity caps, ensure buoy is marked and light is operational.

Construction value: \$39,795.00

CUSTOMER: Florida Power & Light PLANT NAME/LOCATION: St. Lucie Plant

PROJECT NAME: FPL Replace Ocean Buoy Chains St. Lucie

STATE/COUNTRY: Florida, USA

CUSTOMER CONTACT: Vince Munne PHONE: 772-263-2847 EMAIL: vince.munne@fpl.com

UESI PROJECT MANAGER: Matt Herold UESI PROJECT NUMBER: COM2019206.23

PROJECT DATES: 06/05/2020

PROJECT DESCRIPTION: Provide dive support to remove and replace two anchor chains that secure the intake and

discharge ATON buoys that are approximately 2000' offshore. Construction value: \$36,965.29

CUSTOMER: Florida Power & Light PLANT NAME/LOCATION: St. Lucie Plant

PROJECT NAME: FPL Replace River Buoy Chains St. Lucie

STATE/COUNTRY: Florida, USA

CUSTOMER CONTACT: Vince Munne PHONE: 772-263-2847 EMAIL: vince.munne@fpl.com

UESI PROJECT MANAGER: Jesse Burford UESI PROJECT NUMBER: COM2019206.13 PROJECT DATES: 01/01/2020 – 01/27/2020

PROJECT DESCRIPTION: Remove all buoy chains and replace with 1/2-inch dyneema rope. Secure to bottom with

weights. Construction Value: \$8,825.25 CUSTOMER: Florida Power & Light

PLANT NAME/LOCATION: St. Lucie Plant

PROJECT NAME: FPL Big Mud Assemble and Install Buoys St. Lucie

STATE/COUNTRY: Florida, USA

CUSTOMER CONTACT: Vince Munne PHONE: 772-263-2847 EMAIL: vince.munne@fpl.com

UESI PROJECT MANAGER: Matt Herold UESI PROJECT NUMBER: COM2013207.82 PROJECT DATES: 02/27/2017 – 03/02/2017

PROJECT DESCRIPTION: Assemble buoys; chain, light, and clump weights. Deploy at the mouth of Big Mud Creek.

Construction Value: \$5,114.79



CUSTOMER: URS - AECOM

PROJECT NAME: US Navy NAS Jacksonville Mulberry Marina - Pier A Timber Bridge Reconstruction

CITY/STATE: Jacksonville, Florida

CUSTOMER CONTACT: Andrew Morley PHONE: 919-461-1100 EMAIL: andrew.morley1@aecom.com

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STATE/COUNTRY: Florida, USA

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UESI PROJECT MANAGER: Matt Herold UESI PROJECT NUMBER: COM2013207.82 PROJECT DATES: 02/27/2017 – 03/02/2017

PROJECT DESCRIPTION: Assemble buoys; chain, light, and clump weights. Deploy at the mouth of Big Mud Creek.

Construction Value: \$5,114.79

ANTI - KICKBACK AFFIDAVIT

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF Florida)
COUNTY OF St. Lucie : SS
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.
Ву:
Sworn and subscribed before me this
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 11/02/2022 TINA M. PETERSON Notary Public - State of Florida Commission # GG 235926 My Comm. Expires Nov 2, 2022 Bonded through National Notary Assn.

SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

l.	This sworn statement is submitted with Bid or Bid forKey West Mooring Field
	Inspection/Replacement
2.	This sworn statement is submitted by Underwater Engineering Services, Inc. (Name of entity submitting sworn statement)
	whose business address is3306 Enterprise Road, Fort Pierce, Florida 34982
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statementn/a
	My name is Kenneth Griffin
	(Please print name of individual signing)
	and my relationship to the entity named above is President
٠	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florid

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the	entity submitting	this sworn	statement,	nor any of	fficers,	directors,
executives, partne	rs, shareholders,	employees,	members,	or agents	who are	active in
management of th	e entity, nor any	affiliate of	the entity h	nave been o	charged	with and
convicted of a pu	olic entity crime	subsequent	to July 1, 1	989, AND	(Please	e indicate
which additional:	statement applies	.)	127		25	

Ther	e has be	en a proce	eding conce	erning the co	nviction	before a h	earing of	fthe
State of Flo	orida, Di	vision of A	Administrat	ive Hearings	. The fir	nal order er	ntered by	the
hearing of	ficer did	not place	the perso	n or affiliate	on the	convicted	vendor	list.
(Please atta	ach a cor	y of the fi	inal order.)					

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
(Signature) December 28/2020 (Date)
STATE OFFlorida
COUNTY OF St. Lucie
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Kenneth Griffin who, after first being sworn by me, affixed his/her
(Name of individual signing)
Signature in the space provided above on this 28th day of December , 20 20 .
My commission expires: 11/02/2022 NOTARY PUBLIC
TINA M. PETERSON Notary Public - State of Florida Commission # GG 235926 My Comm. Expires Nov 2, 2022 Bonded through National Notary Assn.

CITY OF KEY WEST INDEMNIFICATION FORM

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR	: 3306 Enterprise Road, Fort Pierce, Florida 34982
	Signature Kenneth Griffin
	Print Name
	President
	Title
DATE:	December 28, 2020

SEAL:

NON-COLLUSION AFFIDAVIT

STATE OF Florida)	
COUNTY OF St. Lucie)	
those named herein, that this Proposal is, in a	ly persons or parties interested in this Proposal are all respects, fair and without fraud, that it is made wner, and that the Proposal is made without any tting another Proposal on this Contract.
	Ву:
Sworn and subscribed before me this	
	<u>o</u> .
NOTARY PUBLIC, State of Florida at Large My Commission Expires:	TINA M. PETERSON Notary Public - State of Florida Commission # GG 235926 My Comm. Expires Nov 2, 2022 Bonded through National Notary Assn.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT	
STATE OF Florida) : SS	
COUNTY OF St. Lucie)	
I, the undersigned hereby duly sworn, depose and say that the firm of <u>Underwater Engineering</u> provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.	Svcs
Ву:	
Sworn and subscribed before me this	
28th Day of December , 20 20 . NOTIARY PUBLIC, State of Florida at Large My Commission Expires: 11/02/2022	22

CONE OF SILENCE AFFIDAVIT

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF Florida)
: SS
COUNTY OF St. Lucie)
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors,
employees and agents representing the firm of <u>Underwater Engineering Service</u> , <u>Inc.</u> have read
and understand the limitations and procedures regarding communications concerning City of Key
West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone
of Silence (attached).
Sworn and subscribed before me this
Fram Aterson
NOTARY PUBLIC, State of Florida at Large TINA M. PETERSON Notary Public - State of Florida Commission # GG 235926 My Comm. Expires Nov 2, 2022

My Commission Expires: ____11/02/2022

Bonded through National Notary Assn.



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 1

KEY WEST MOORING FIELD INSPECTION / REPALCEMENT ITB #21-004

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES:

1. All requests for information must be submitted in writing no later than December 21, 2020

QUESTIONS & CLARIFICATIONS:

1. Will contractor be able to work 7 days/week to inspect all 149 buoys consecutively?

The are no restrictions on workdays

2. Do we need to live within 30 miles of Key West to qualify to bid?

No

3. Must we have an address inside of the 30 miles (above) of Key west for the last year.

No

4. Must employ 50% of the staff also living within the 30 mile limit.

No

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

> Esterson Underwater Engineering Services, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 2

KEY WEST MOORING FIELD INSPECTION / REPALCEMENT ITB #21-004

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

CLARIFICATION:

All requests for additional information are to be submitted to Mark Tait, Marinas Manager, by email at: mtait@cityofkeywest-fl.gov

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Underwater Engineering Services, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 3

KEY WEST MOORING FIELD INSPECTION / REPALCEMENT ITB #21-004

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES:

- 1. Performance and Payment Bonds are not required for this proposed contract.
- 2. Bid Bonds shall be for 1 year of service (3x's bid amount)

QUESTIONS & CLARIFICATIONS:

- 1. For items that need replaced, will we have all of the hardware on site and do this at the time of the inspections based on the criteria or done at another time?
 - Complete new assembled rigs will be onsite. Defective rig shall be replaced during inspection. Defective rigs shall be returned to owner
- 2. If replacement of hardware is needed, how is this arranged with the pending vessels that may be using the buoy at the time?
 - Vessels attached to defective rigs will be disconnected by contractor and reattached to replaced rig
- 3. Are we able to anchor in this area independent of the buoys or need to use/share the buoys with other vessels temporarily?
 - No, the mooring field is a no anchor zone
- 4. The due date of the inspections is known in the first 2 weeks of the month required but is this the allotted time for each inspection or just the deadline and can start earlier to ensure deadlines are meet?
 - Inspections are required every 4 months. Deadlines can be adjusted due to weather conditions

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Underwater Engineering Services, Inc.

Name of Business

Section 2 Bid Bond



FLORIDA BID BOND

BOND NO. NA
AMOUNT: \$ NA
KNOW ALL MEN BY THESE PRESENTS, that Underwater Engineering Services, Inc.
hereinafter called the PRINCIPAL, and <u>Lexon Insurance Company</u>
a corporation duly organized under the laws of the State of
having its principal place of business at 600 Campus Drive, 4th Floor, Florham Park, NJ 07932
in the State ofNew Jersey
and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto
hereinafter called the OBLIGEE, in the sum of Five Percent of Total Amount Bid
DOLLARS (\$) for the payment for which we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firm
by these present.
THE CONDITION OF THIS BOND IS SUCH THAT:
WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for the KEY WEST MOORING FIELD INSPECTION/REPLACEMENT, said Bid, by reference thereto, being hereby made a part hereof.
WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the

work covered in the Bid and the detailed Specifications, entitled:

KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds (Not required as part of this contract), each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this day of	<u>, 20</u> 20 .
PRINCIPAL Underwater Engineering Services, Inc.	
Ву	STATE OF Honda
SS Lexon Insurance Company	COUNTY OF St. Lucie
Kelly A Farannan	

By Kelly A. Brannan, Attorney in Fact

SURETY

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF St. Lucu
28th 1 5 () 1 1 1 20 20 10 1 5 20 20 10 10 20 20 20 20 20 20 20 20 20 20 20 20 20
On this 20 day of William 20 20 before me, a Notary Public within and for said County and State, personally appeared William County and State, personally appeared
to me personally known, who being duly sworn, upon oath, did say that the she is the house of and for the Indewater Engineering ves, a corporation
created, organized and existing under and by the virtue of the laws of the State of that the Corporate seal affixed to the foregoing instrument is the seal
of said Corporation; that the seal was affixed; and the said Kenneth Graffindid
acknowledge that he/she executed the said instrument as the free act and/deed of said Corporation.
TINA M. PETERSON Notary Public - State of Florida Commission # GG 235926 My Comm. Expires Nov 2, 2022 Bonded through National Notary Assn.

LEXON INSURANCE COMPANY

STATE OF NEW JERSEY

COUNTY OF MORRIS

On this 30th day of December 2020, before me, a Notary Public within and for said County and State, personally appeared Kelly A. Brannan to me personally known, who being duly sworn, upon oath, did say that he is the Attorney-in-fact of and for the Lexon Insurance Company, a corporation created, organized and existing under and by the virtue of the laws of the State of Texas that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said Kelly A. Brannan did acknowledge that he executed the said instrument as the free act and deed of said Corporation.

Notary Public

FELECIA BANGHART NOTARY PUBLIC OF NEW JERSEY Commission # 2451247 My Commission Expires 12/24/2024



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Felecia Banghart, Kelly A. Brannan as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June. 2019.

Endurance Assurance Corporation

Richard Appel: SVR-& Senior Counsel

ssurance ORPOR

2002

DELAWARE

Endurance American Insurance Company

Richard Appel Senior Counsel

1996

Lexon Insurance Company

Richard Appel; enior Counsel

Bond Safeguard Insurance.Compan

Commission Expires 5/9/23

Counsel Richard Appel:

SA-THURS OF THE STATE OF THE ST SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly swom, did depose and say that he/they is all officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th

day of December 20 20

0 Public

Taylor, Notary

Mv

Daniel S. Lune

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

LEXON INSURANCE COMPANY FINANCIAL STATEMENT SUMMARY As of December 31, 2019

													Section of the sectio
	\$30,004,251 6,163,700	678,672 1,639,339	911,000	80,635	540,248	5,537,222	188,408,136	\$258,647,081	SI	\$4,213,226 37,309,523 32,782,637	\$74,305,386	\$330,952,467	8
LIABILITIES	Reserve for Losses and Loss Expense Loss Adjustment Expenses	Reinsurance payable on paid losses Reserve for Uneamed Premiums	Reserve for Other Expenses Reserve for Taxes, Licenses, and Fees	Reserve for Current Federal Income Taxes Ceded Refraurance Premiums Pavable	Reserve for Reinsurance	Payable to Parent, Subsidiaries and Affiliates	Aggregate Write-Ins for Liabilities	Total Liabilities	POLICYHOLDERS' SURPLUS	Capital Stock & Paid in Surplus Paid in & Contributed Surplus Surplus	Total Policyholder Surplus	Total Labilities & Policyholder Surplus	SUBSCRIBED and sworm to me this // day of March 2020. My commission expires: November 16 2. Oxfere A. Young
	\$266,495,430	0 8,007,327	36,385,285	8,461,984	1,640,188	2,745,381	5,046,470	161,560		73,397 1,980,827	54,618	\$330,952,467	tts to the best of my ston of the financial ar 31, 2019. Clail statements are I Statements filled as of the same date.
ASSETS	Bonds	Money Market & for Stocks Real Estate	Cesh and Short-Term Investments	Agents' Balances &for Uncollected Premiums	Investment Income Due & Accrued	Net Deferred Tax Asset	Amounts Recoverable from Reinsurers	Electronic Data Processing Equipment and Software	Receivable from Perent, Subsidiaries	and Affiliates Aggregate write-ins for other than Invested Assets	Other Assets	Total Assets	CERTIFICATE I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2019. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filled with the Texas Department of Insurance as of the Same data. P. Geogory Layer SVP, CFO, & Trepsurer

Section 3 Company Licenses







STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GREENMAN, STEVE BEECHER

UNDERWATER ENGINEERING SERVICES INC 3306 ENTERPRISE ROAD FORT PIERCE FL 34982

LICENSE NUMBER: CGC1507554

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



0

2020 - 2021 St. Lucie County Local Business Tax Receipt

Facilities or machines #

Type of business 7399 PROFESSIONAL MISC (CONSULTING ENGINEER)

DBA name

Seats #

Employees #10

Receipt #1009626

Expires SEPTEMBER 30, 2021

Business Underwater Engineering Services Inc

Business location: 3306 Enterprise Rd #100 Mailing address: Underwater Engineering Services Inc 3306 Enterprise Rd #100 Fort Pierce, FL 34982

Fort Pierce, FL 34982

City of Fort Pierce

\$27.55

\$27.55

Penalty: Collection cost: Total:

Original tax:

RENEWAL

Paid 08/24/2020 27.55

0014-20200824-012700



City of Fort Pierce BUSINESS TAX RECEIPT

SEP 1 5 2020

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
UNDERWATER ENGINEERING SERVICES, INC 3306 ENTERPRISE RD STE 100	UNDERWATER ENGINEERING
FT PIERCE FL 34982	

Parcel ID/Business Location*: 2428-502-0037-000/9, 3306 ENTERPRISE RD 100

*This business tax receipt is valid at this location only.

Date Issued	Expiration Date	Control Number
September 10, 2020	September 30, 2021	0041340

The business stated above may be engaged in the following business, profession or occupation at the location above-described.					
BTR#	Classification	Restrictions			
21-00022847	CONTRACTORS, GENERAL OR SPECIALTY				
	-				

Tax Amount	\$127.02
New/Renewal Fee	\$5.00
Penalty	\$0.00
Total	\$132.02

Lynda W. Cox

Linda W. Cox, City Clerk (SEAL)



THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.



State of Florida Department of State

I certify from the records of this office that UNDERWATER ENGINEERING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 1984.

The document number of this corporation is G96204.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on February 2, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of February, 2020



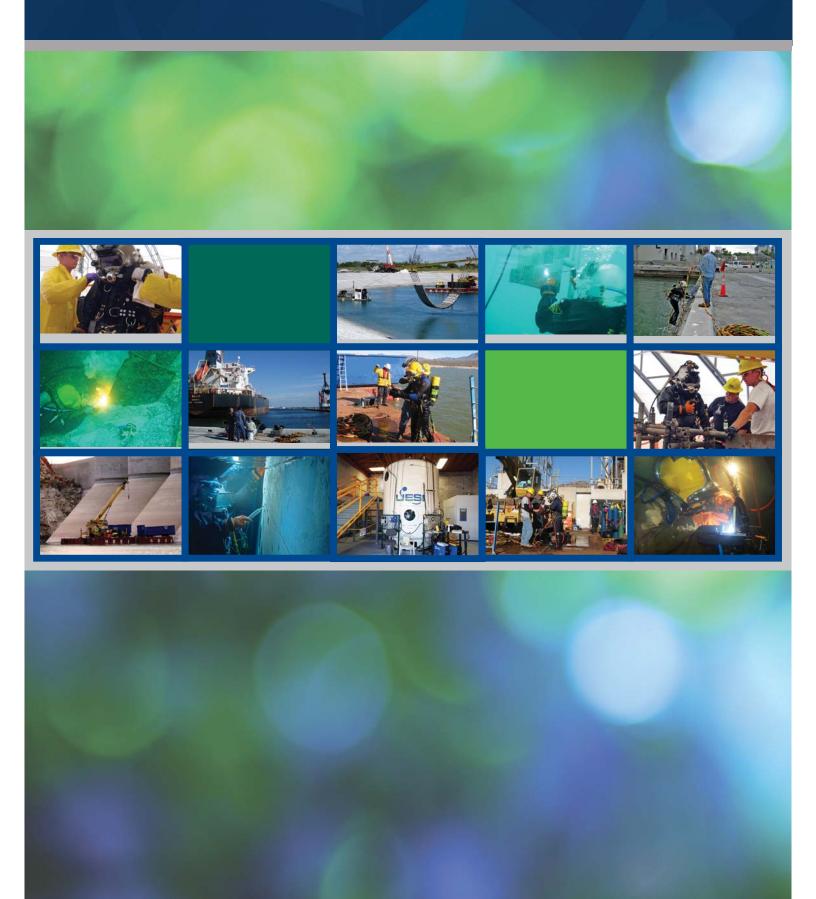
Secretary of State

Tracking Number: 5591541221CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Section 4 Certificate of Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD	CONTACT NAME: Karl Hucke PHONE (A/C, No, Ext): 516-869-8788 (A/C, No): 1-516-706-2973					
SUITE 409	E-MAIL ADDRESS: khucke@genattgrp.com					
NEW HYDE PARK NY 11042	INSURER(S) AFFORDING COVERAGE	NAIC #				
	INSURER A: Great American Insurance Company	16691				
INSURED	INSURER B : Commerce & Industry Insurance Company INSURER C : Endurance American Insurance Company					
Underwater Engineering Services, Inc. 3306 Enterprise Road						
Suite 203	INSURER D: New York Marine & General Insurance Co	ompany 16608				
Fort Pierce FL 34982	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 833501427 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR		ADDL :		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			OMH8915785	2/28/2020	2/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
	X Contractual Liab						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY			CAP3035751	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X \$1,000 COMP X \$1,000 COLL							\$
D C	X UMBRELLA LIAB X OCCUR			ML2020MEE00205 OMX10004639806	2/28/2020 2/28/2020	2/28/2021 2/28/2021	EACH OCCURRENCE	\$4,000,000
Ü	EXCESS LIAB CLAIMS-MADE			GMIX.1000-1000000	2/20/2020	2/20/2021	AGGREGATE	\$4,000,000
	DED X RETENTION \$ 15,000							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC33464099	2/28/2020	2/28/2021	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	Maritime			WC33464099	2/28/2020	2/28/2021	Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) (F) HULL POLLUTION - GREAT AMERICAN INS. CO. POLICY#OMH3491629 02/28/20-2/28/21 \$5,000,000 LIMIT (G) P&I/HULL LIABILITY - GREAT AMERICAN INS. CO. POLICY#OMH8915912 02/28/20-2/28/21 \$1,000,000 LIMIT

US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER WC000106A

(H) INLAND MARINE - XL SPECIALTY INSURANCE COMPANY POLICY#UM00083574MA20A 02/28/20-2/28/21 \$500,000 FOR LEASED/RENTED EQUIPMENT \$1,000 DEDUCTIBLE

(I) PROFESSIONAL LIABILITY, POLICY# PUNDE000420, CARRIER: LLYODS OF LONDON, TERM: 02/28/20-2/28/21 \$1,000,000 EACH CLAIM, \$1,000,000 AGGREGATE

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION 30 day notice applies
EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
*	AUTHORIZED REPRESENTATIVE
* * *	Mikh Ru